

SUPPLEMENTAL AGREEMENT

RECORDATION: 6550-11
Filed & Recorded
APR / 1976 - 1 15 PM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of December 31, 1975, by and among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter called the "Trustee"), UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the "Company"), UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation (hereinafter called "Equipment Co.") and U.S. RAILWAY MFG. CO., an Illinois corporation (hereinafter called "Railco").

W I T N E S S E T H, that:

WHEREAS, the Trustee, the Company, Equipment Co. and Railco have heretofore executed and delivered with and to each other that certain Equipment Trust Agreement dated as of March 15, 1972, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and assigned Recordation No. 6550; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the

Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefor Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company, Equipment Co. and Railco and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked

the Substitute Equipment as provided in Section 4.07 of the Agreement.

4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.

5. The Company will promptly cause this Supplemental Agreement and the Assignments of Lease for the Substitute Equipment to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 31st day of December, 1975.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Trustee

ATTEST:

Dennis J. Hand
Trust Officer

By: *Donald W. Aep*
Vice President

UNITED STATES RAILWAY LEASING
COMPANY

ATTEST:

John J. Jolanda
Assistant Secretary

By: *Ralph E. Bell*
Vice President

(SIGNATURES CONTINUED ON PAGE 4 HEREOF)

(SIGNATURES CONTINUED FROM PAGE 3 HEREOF)

UNITED STATES RAILWAY
EQUIPMENT CO.

ATTEST:

W. J. Schmitt
Assistant Secretary

By: *Ralph E. Bell*
Vice President

U.S. RAILWAY MFG. CO.

ATTEST:

W. J. Schmitt
Assistant Secretary

By: *Ralph E. Bell*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 22nd day of March, 1976,
before me personally appeared DONALD W. ALFVIN
and DENNIS R. HAGE, to me personally known,
who, being by me duly sworn, say that they are a _____
and a TRUST AGREEMENT,
respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, that one of the seals affixed to the fore-
going instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

R. S. DONOHUE
Notary Public
R. S. DONOHUE
My Commission Expires: April 26, 1976

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 3th day of January, 1976,
before me personally appeared Ralph C. Bell
and T. S. Takumoto, to me personally known,
who, being by me duly sworn, say that they are Vice President
and Assistant Secretary, respectively, of UNITED STATES
RAILWAY LEASING COMPANY, that one of the seals affixed to
the foregoing instrument is the seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Mary Ellen Gander
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES
JUNE 19, 1979

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 15th day of January, 1976,
before me personally appeared Ralph E. Bell
and F. S. Luburnato to me personally known,
who, being by me duly sworn, say that they are Vice President
and Assistant Secretary, respectively, of UNITED STATES
RAILWAY EQUIPMENT CO., that one of the seals affixed to the
foregoing instrument is the seal of said corporation, that
said instrument was signed and sealed on behalf of said cor-
poration by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Max Ellen Zander
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
ON FEBRUARY 1, 1977

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 13th day of January, 1976,
before me personally appeared Ralph E. Bell
and F. S. Luburnato, to me personally known,
who, being by me duly sworn, say that they are Vice President
and Assistant Secretary, respectively, of U.S. RAILWAY MFG.
CO., that one of the seals affixed to the foregoing instru-
ment is the seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by au-
thority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.

Max Ellen Zander
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
ON FEBRUARY 1, 1977

EXHIBIT A

D E S T R O Y E D E Q U I P M E N T

<u>No. of Cars</u>	<u>Description of Equipment</u>	<u>Lessee</u>	<u>Lease Term (Yrs.)</u>	<u>Builder</u>	<u>Car Nos.</u>
1	52'5" 70-ton RBL Box Car	Evans Products Company	15	U.S. Railway Mfg. Co.	USLX 10697
2	52'5" 70-ton RBL Box Cars	E. J. Gallo Winery	5	U.S. Railway Mfg. Co.	USLX 11102, USLX 11123

EXHIBIT A

EXHIBIT B

S U B S T I T U T E E Q U I P M E N T

<u>No. of Cars</u>	<u>Description of Equipment</u>	<u>Lessee</u>	<u>ICC Rec. No.</u>	<u>Lease Term (Yrs.)</u>	<u>Builder</u>	<u>Car Nos.</u>
2	4750 cu. ft. covered hopper cars	Western Kraft, Inc.	7171	5	U.S. Railway Mfg. Co.	USLX 5950 and 5951
2	4750 cu. ft. covered hopper cars	Joppa Farms, Inc.	7396	7.5	U.S. Railway Mfg. Co.	USLX 900 and 901

EXHIBIT B